1 2 3 4 5 6 7 8	NEWMEYER & DILLION LLP J. BRIAN MORROW, CBN 191392 Brian.Morrow@ndlf.com BRANDON A. CLOUSE, CBN 293102 Brandon.Clouse@ndlf.com 1333 N. California Blvd, Suite 600 Walnut Creek, California 94596 (925) 988-3200; (925) 988-3290 (Fax) Attorneys for Defendant WALSH/DEMARIA JOINT VENTURE V, Illinois joint venture; WALSH CONSTRUCT COMPANY, an Illinois corporation; THE W GROUP LTD, an Illinois corporation; DEMA BUILDING COMPANY, INC. a Michigan corporation	IT IS S	S DISTRICT COLUMN SON OF CALLS
10	UNITED STAT	ES DISTRICT COURT	
11	NORTHERN DIS	TRICT OF CALIFORNI	A
12	SAN JO	OSE DIVISION	
13			
14 15 16	THE UNITED STATES OF AMERICA, for the use and benefit of BONESO BROTHERS CONSTRUCTION, INC., a California corporation; and BONESO BROTHERS CONSTRUCTION, INC., a California corporation,	PREJUDICE	5:16-cv-07391-EJD DISMISSAL WITH
17	Plaintiff,	FILE DATE: TRIAL DATE SET:	12/29/2016 No Date Set
18 19	vs.		
20	WALSH/DEMARIA JOINT VENTURE V, an Illinois joint venture; WALSH CONSTRUCTION COMPANY on Illinois		
21	CONSTRUCTION COMPANY, an Illinois corporation; THE WALSH GROUP LTD,		
22	an Illinois corporation; DEMARIA BUILDING COMPANY, INC. a Michigan		
23	corporation; and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Connecticut corporation.,		
24	Defendant.		
25	Deteritatit.		
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Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Defendants		
WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE		
WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter		
collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND		
SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED		
STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION,		
INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or		
"Plaintiffs") (collectively, the "Parties"), by and	through their respective undersigned	
counsel, stipulate to dismiss this Action (5:10	6-cv-07391-EJD) with prejudice.	
As set forth in the Parties' Settlement a	nd Release Agreement, each party shall bear	
their own attorneys' fees and costs accrued in	this Action.	
Dated: June <u>5</u> , 2018	HERRIG VOOT, LLP	
	By:George F. Vogt, It. Attorney for PLAINTIFFS	
Dated: June, 2018	CORFIELD FELD LLP	
	By: Michael A. Corfield Attorney for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	
Dated: June, 2018	NEWMEYER & DILLION LLP	
	BY:	

1	Pursuant to Rule 41 of the Federal	Rules of Civil Procedure, Defendants	
2	WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE		
3	WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter		
4	collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND		
5	SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED		
6	STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION,		
0.000	INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or		
7	"Plaintiffs") (collectively, the "Parties"), by and through their respective undersigned		
8	counsel, stipulate to dismiss this Action (5:16-cv-07391-EJD) with prejudice.		
9	As set forth in the Parties' Settlement and Release Agreement, each party shall bear		
10	their own attorneys' fees and costs accrued in this Action.		
11	Dated: June, 2018	HERRIG VOGT, LLP	
12			
13		By:	
14		George F. Vogt, Jr.	
15		Attorney for PLAINTIFFS	
16	Dated: June	CORFIELD FELD LLP	
17			
18		Minut A Amid	
19		By: ////// / Coffield	
20		Attorney for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	
		ootal i committe of history	
21	Dated: June, 2018	NEWMEYER & DILLION LLP	
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23			
24		BY: J. Brian Morrow	
25		Brandon A. Clouse Attorneys For Defendants	
26		WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY,	
27		THE WALSH GROUP LTD., and DEMARIA BUILDING COMPANY, INC	
28		BOILDING COMI ANT, INC	
	7613356.1	- 2 - STIPULATION OF DISMISSAL 5:16-cv-07391 EJD	

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Defendants			
WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE			
WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter			
collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND			
SURETY COMPANY OF AMERICA, ("Travele	SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED		
STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION,			
INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or			
"Plaintiffs") (collectively, the "Parties"), by and	through their respective undersigned		
counsel, stipulate to dismiss this Action (5:16-	-cv-07391-EJD) with prejudice.		
As set forth in the Parties' Settlement an	d Release Agreement, each party shall bear		
their own attorneys' fees and costs accrued in the	nis Action.		
Dated: June, 2018	HERRIG VOGT, LLP		
	By: George F. Vogt, Jr. Attorney for PLAINTIFFS		
Dated: June, 2018	CORFIELD FELD LLP		
	By:		
Dated: June	NEWMEYER & DILLION LLP		
	BY: J. Brian Morrow Brandon A. Clouse Attorneys For Defendants WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE WALSH GROUP LTD., and DEMARIA BUILDING COMPANY, INC		

1	PROOF OF SERVICE	
2	Boneso Brothers Construction, Inc. v. Walsh/DeMaria Joint Venture V. et al. United States District Court Northern District of California Case No.: 5:16-cv-07391-EJD	
3 4	STATE OF CALIFORNIA)	
5	COUNTY OF CONTRA COSTA) ss.	
6	I, Nakia Plummer, declare:	
7 8	I am a citizen of the United States and employed in Contra Costa County, California. I am over the age of eighteen years and not a party to the within-entitled action. My email address is nakia.plummer@ndlf.com . My business address is 1333 N. California Blvd, Suite 600, Walnut Creek, California 94596. On June 19, 2018, I served a copy of the within document(s):	
9	STIPULATION OF DISMISSAL WITH PREJUDICE	
11		
12	by placing the document(s) listed above in a sealed envelope with postage thereon	
13	fully prepaid, in the United States mail at Walnut Creek, California addressed as set forth below.	
14	by transmitting via e-mail or electronic transmission the document(s) listed above	
15	to the person(s) at the e-mail address(es) set forth below through ECF/PACER.	
16	Please see attached service list.	
17	I am readily familiar with the firm's practice of collection and processing correspondence	
18	for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage	
19	meter date is more than one day after date of deposit for mailing in affidavit.	
20	I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on June 19, 2018, at Walnut Creek, California.	
21		
22	Makia Plummer	
23	Nakia Plummer	
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1	<u>SERVICE LIST</u>		
2	Boneso Brothers Construction, Inc. v. Walsh/DeMaria Joint Venture V. et al. United States District Court Northern District of California Case No.: 5:16-cv-07391-EJD		
3 4	George F. Vogt, Jr. Herrig Vogt, LLP	Tel: 916-960-1000 Fax: 916-960-1005	
5	4210 Douglas Blvd., Suite 100	[PLAINTIFF]	
	Granite Bay, CA 95746	Email: g.vogt@herrigvogt.com	
6	Michael Ann Corfield	T-1, 040 219 7912	
7	Corfield Feld LLP 30320 Rancho Viejo Rd., Suite 101	Tel: 949-218-7812 Fax: 949-218-7815	
8	San Juan Capistrano, CA 92675	[TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA]	
9		Email: mcorfield@corfieldlaw.com	
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SERVICE LIST 5:16-CV-07391-EJD